

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

CARPENTERS HEALTH AND
SECURITY TRUST OF WESTERN
WASHINGTON; CARPENTERS
RETIREMENT TRUST OF WESTERN
WASHINGTON; CARPENTERS-
EMPLOYERS VACATION TRUST OF
WESTERN WASHINGTON; and
CARPENTERS-EMPLOYERS
APPRENTICESHIP AND TRAINING
TRUST OF WESTERN WASHINGTON,

Plaintiffs,

v.

NORTHWEST INTERIOR
SPECIALTIES, LLC, and YESENIA
ROJAS SANCHEZ,

Defendants.

CASE NO. 3:16-cv-05166-RJB

ORDER GRANTING
CARPENTERS TRUSTS' MOTION
FOR SUMMARY JUDGMENT
AGAINST DEFENDANT
NORTHWEST INTERIOR
SPECIALITIES, LLC

THIS MATTER comes before the Court on the plaintiffs' Motion for Summary Judgment. Dkt. 35. The plaintiffs, collectively known as the Carpenters Trusts of Western Washington, seek entry of summary judgment against Defendant Northwest Interior Specialties,

1 LLC (NIS)¹, which has not opposed the motion. The Court has considered the motion and the
2 remainder of the file herein.

3 FACTS

4 The following facts are supported by the record and not disputed by any party.

5 The Carpenters Trusts seek damages against Defendant NIS for fringe benefit
6 contributions reported, but not remitted, to the Carpenters Trusts. Defendant NIS entered into a
7 contract, the Project Agreement (Dkt. 36 at 6-8), for construction renovations of a public school.
8 Under the terms of the Project Agreement, Defendant NIS agreed to promptly pay wages and
9 fringe benefits and to subject itself to “the applicable Trust Agreements . . . identified in the
10 designated Labor Agreement.” The Project Agreement designates the NW Wall and Ceiling
11 Master Labor Agreement (Dkt. 36 at 10-39) as applicable. The Master Labor Agreement requires
12 employers to make contributions to the Carpenters Trusts according to a particular schedule, or
13 else face specified penalties of liquidated damages, interest, and fees. Dkt. 36 at 32-34. Interest
14 on delinquent contributions is owed at a rate of not less than 12%. Dkt. 36 at 49.

15 Counsel for the Carpenters Trusts represents that, according to Carpenters Trusts’
16 administrative records, there is no record of Defendant NIS reporting and paying fringe benefit
17 contributions owed for the period of July 2015 to December 2015. Dkt. 36 at 1, 2. Carpenters
18 Trusts calculates the amount owed by Defendant NIS to total \$94,482.06, broken down as
19 follows: contributions (\$73,963.61), liquidated damages (\$10,632.02), and interest (\$9,886.43).
20 Dkt. 36 at 153.

21 SUMMARY JUDGMENT STANDARD

22 Summary judgment is proper only if the pleadings, discovery, affidavits, and any other
23

24 ¹ Plaintiffs withdrew a request for entry of summary judgment against Defendant Yesenia Rojas Sanchez. Dkt. 38.

1 multiemployer plan under the terms of the plan or . . . a collectively bargained agreement . . . [to]
2 make such contributions in accordance with the terms and conditions of such plan or agreement.”
3 ERISA allows fiduciaries of these plans or agreements to enforce §1145 to obtain awards for
4 unpaid contributions, interest, liquidated damages, attorney’s fees, and “such other legal or
5 equitable relief as the court deems appropriate.” 29 U.S.C. §1132(a), (g).

6 Applying the facts to ERISA §1145, summary judgment in favor of the Carpenters Trusts
7 is warranted. The record supports findings that (1) the Project Agreement, which incorporated
8 the Master Labor Agreement, required Defendant NIS to remit fringe benefit contributions to the
9 Carpenters Trusts; (2) Defendant NIS failed to do so from July 2015 through December 2015;
10 and (3) the Carpenters Trusts owe to Defendant NIS fringe benefit contributions of \$73,963.61,
11 plus liquidated damages of \$10,632.02 and interest of \$9,886.43. Defendant NIS does not
12 challenge the record, including the fact that Defendant NIS owes the Carpenters Trusts for the
13 unremitted contributions. There are no issues of material fact. Therefore, the Carpenters Trusts’
14 motion for summary judgment of dismissal should be granted.

15 The Carpenters Trusts do not seek an award of attorney’s fees and costs, so the Court
16 does not reach that issue.

17 * * *

18 THEREFORE, it is HEREBY ORDERED that the plaintiffs Carpenters Trusts’ Motion
19 for Summary Judgment (Dkt. 35) is GRANTED.

20 Defendant Northwest Interior Specialties, LLC ARE LIABLE to the Carpenters Trusts
21 under the terms of the Project Agreement and Master Labor Agreement as follows:

- 22 ■ Fringe benefit contributions: \$73,963.61;
- 23 ■ Liquidating damages: \$10,632.02; and

